

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-161
ANNUAL REQUIREMENTS FOR LITTER COLLECTION AND
TEMPORARY HELP SERVICES

DATE: July 19, 2004

CONTRACT PERIOD: July 1,2004 - June 30,2005

CONTRACTOR: Work-A-while Inc.
246 S. 16th St.
Lincoln NE 68508

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Charles Steinkamp
Telephone No.:402-477-4178
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER AGREEMENT DATED 6/30/04

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #70727
Dated:July 15,2004

**AGREEMENT
FOR
LITTER COLLECTION
AND
TEMPORARY HELP SERVICES**

THIS AGREEMENT, made this 30 day of JUNE, 2004, by and between WORK-A-WHILE INC., hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility to collect litter and debris from roadways and property, and perform other general labor tasks associated with the City's Solid Waste Operations; and

WHEREAS, the CITY requires additional labor services beyond those available through existing staff to perform this work; and

WHEREAS, the CITY intends to procure such services from a competent and reliable Contractor for a period not to exceed one year subject to the conditions of this Agreement.

NOW, THEREFORE, WITNESSETH that:

1. **CONTRACT PRICING**

- 1.1. The Contractor hereby agrees to perform the described services as hereinafter set forth for the term of the Agreement for the following contract prices which are inclusive of all labor, transportation, mobilization, overhead and profit:

<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
<u>Litter Collection Services (Section 2.1):</u>	
Routine Litter Collection Services	\$ <u>5050.⁰⁰</u> / month
On-call Litter Collection Services	\$ <u>85.⁰⁰</u> / crew-hour
Emergency Litter Collection Services	\$ <u>85.⁰⁰</u> / crew-hour
<u>Temporary Help Services (Section 2.2):</u>	
General laborers for litter collection, manual weed control, custodial, or other manual labor work.	\$ <u>10.60</u> / man-hour
General laborers for mowing and power weed control.	\$ <u>10.60</u> / man-hour
General laborers for chain saw operation.	\$ <u>10.60</u> / man-hour

2. WORK REQUIREMENTS

2.1 Litter Collection Services

2.1.1 General Information

- 2.1.1.1 Contractor shall furnish all labor and transportation necessary to collect and remove all refuse, litter, garbage, trash, rubbish and debris from the locations designated and during the frequencies specified unless the City gives its prior agreement that the services are not required due to weather or other conditions.
- 2.1.1.2 The City shall provide plastic garbage bags in which small articles of collected litter shall be placed.
- 2.1.1.3 Bagged litter and all other collected materials shall be stacked along roadways, fences, etc. in such a manner as to allow easy pickup by others.
- 2.1.1.4 The Contractor shall be responsible for ensuring that an adequate number of workers are available to perform the specified work.
- 2.1.1.5 The Contractor shall provide an on-site supervisor at all times to monitor work crews to ensure that all work is performed as specified and in the locations directed by the City.
- 2.1.1.6 The City shall make all necessary contacts and arrangements for litter collection necessary on private property.
- 2.1.1.7 Work performed along streets, roads and highways shall include the areas from the edge of the pavement to nearest property fences, screening fences, chain link security fences or physical right-of-way boundaries and roadway medians; or as designated by the City.
- 2.1.1.8 The Contractor shall ensure all roadway rules and signs are observed while operating a vehicle in performance of specified work and provide adequate instructions to ensure all work is completed safely.
- 2.1.1.9 The City shall provide ANSI Class III safety vests for all specified work, but assumes no responsibility to ensure the use of such safety equipment.
- 2.1.1.10 The Contractor shall be familiar with all facility specific safety policies.
- 2.1.1.11 The Contractor shall ensure employees possess the necessary aptitude and be physically capable of performing specified tasks.
- 2.1.1.12 The City may provide eye protection, hearing protection and hand protection when appropriate, but assumes no responsibility to ensure the use of such safety equipment.
- 2.1.1.13 The Contractor's employees will be allowed to use designated restrooms and break areas at City facilities.
- 2.1.1.14 The City reserves the right to immediately discharge Contractor employees for due cause including non-performance of work, suspected drug or alcohol use, tardiness, inappropriate clothing, insubordination, negligent use of City equipment or other behavior disruptive to work progress.

- 2.1.1.14.1 Workers previously discharged from service shall not be allowed to perform work at the site again unless approved by the City's representative.
- 2.1.1.14.2 Payment for workers discharged from service shall be only for the actual amount of productive time worked.

2.1.2. Routine Litter Collection Services

- 2.1.2.1 Routine litter collection shall be performed on Mondays, Wednesdays and Fridays, between the hours of 7:30 am and 11:30 am, along North 56th Street and Highway 77 from Cornhusker Highway to Bluff Road, or where otherwise directed by City staff.
- 2.1.2.2 The Contractor shall be responsible for all transportation necessary to efficiently and safely move workers to, from and around the areas specified in this section, including inside the Bluff Road facility and the North 48th Street facility.
- 2.1.2.3 Routine litter collection shall be performed on Tuesdays and Thursdays each week inside the Bluff Road facility as directed by the City.
 - A. The Contractor shall provide a minimum of a six (6) person work crew with one (1) supervisor when performing these services.
 - B. The Contractor's supervisor shall report to the City's designated representative prior to beginning work to receive instructions.
 - C. Under this Section, the Contractor shall perform 224 hours of work per month.
 - D. The work hours of the supervisor shall not count towards the 224 hours of work required under this section.
 - E. If work beyond 224 man hours per month is necessary, the Contractor shall request approval from the City. Any additional work authorized shall be charged at the on-call service rate.
 - F. Alternate schedules and work crew sizes may be considered by the City.
- 2.1.2.4 Additional routine litter collection shall be performed in the following areas on an as-needed basis. The Contractor shall monitor these areas to determine when litter collection is necessary or perform work as directed by the City.
 - A. North 48th Street from Superior Street to the entrance gate of the North 48th Street facility and including the Multi-Material Recycling Drop-Off site.
 - B. North 48th Street facility from the entrance gate to just north of the yard waste drop off site, including all areas around buildings (gatehouse, transfer station, appliance drop-off and maintenance shop), the yard waste drop-off site and the brush drop-off site.
 - C. Highway 77 from Bluff Road to ½ mile north of Bluff Road.
 - D. Bluff Road from North 27th to North 70th Street.
 - E. North 70th Street from Bluff Road south to Salt Creek.

- F. The Contractor shall notify the City when these services are performed so that bagged debris and litter can be removed promptly from the roadways.
- G. Under this Section, the Contractor shall perform 28 man hours of work per month.
- H. The work hours of the supervisor shall not count toward the 28 hours of work required under this section.
- I. If work beyond 28 man hours per month is necessary, the Contractor shall request approval from the City. Any additional work shall be charged at the on-call service rate.

2.1.3 On-call Litter Collection Services

- 2.1.3.1 The Contractor shall have the ability to provide litter collection services on a next day basis during normal working hours, Monday through Saturday, when requested by the City.
- 2.1.3.2 Requested services shall be performed within and around the City's Bluff Road Landfill, Bluff Road Yard Waste Composting Site, the Small Vehicle Transfer Station (including brush and yard waste drop-off sites), private property, city streets, county roads, or state highways.
- 2.1.3.3 The Contractor shall provide a minimum of an eight (8) person work crew with one (1) supervisor when performing services under this Section.
- 2.1.3.4 The City shall pay for a minimum of two (2) hours work for on-call services.

2.1.4 Emergency Litter Collection Services

- 2.1.4.1 The Contractor shall have the ability to provide litter collection services on a same day basis in emergencies where litter and/or debris pickup is immediately necessary, when requested by the City.
- 2.1.4.2 The Contractor shall provide a minimum of an eight (8) person work crew with one (1) supervisor when performing services under this Section.
- 2.1.4.3 The contractor shall make every reasonable attempt to respond to the request within two (2) hours of the request being made.
- 2.1.4.4 The City shall pay for a minimum of two (2) hours work for emergency services.

2.2 Temporary Help Services

- 2.2.1 The Contractor shall have the ability to provide qualified workers on a next day basis.
 - 2.2.1.1 Workers shall possess the necessary aptitude and be physically capable of performing general labor tasks including lifting, bending, walking and operating small power equipment such as push mowers, riding mowers, weed eaters and chain saws.

- 2.2.1.2 Workers shall be adequately clothed to perform requested work in forecasted weather conditions.
- 2.2.2 The City shall pay for a minimum of four (4) hours work, except for work stoppages caused by inclement weather.
- 2.2.3 Workers shall report to the work site ready to begin work at the time requested.
- 2.2.4 The Contractor shall provide each worker with a two-part time card to be presented to a City representative prior to beginning work and which must be signed by a City representative prior to leaving the work location at the end of each work day, one copy of which will be retained by the City.
- 2.2.5 The City may provide eye protection, hearing protection and hand protection when appropriate, but assumes no responsibility to ensure the use of such safety equipment.
- 2.2.6 The City reserves the right to immediately discharge Contractor employees for due cause including non-performance of work, suspected drug or alcohol use, tardiness, inappropriate clothing, insubordination or other behavior disruptive to work progress.
 - 2.2.6.1 Workers previously discharged from service shall not be allowed to perform work at the site again unless approved by the City's representative.
 - 2.2.6.2 Payment for workers discharged from service shall be only for the actual amount of productive time worked and the Contractor shall be required to waive the minimum four (4) hour charge for these workers.

3. CONTACTS

3.1 List Contractor contact(s) below:

Name(s): CHARLES STEINKAMP

Address: 246 SO. 16th ST.
LINCOLN, NE.

Telephone(s): 402-477-4178 - OFFICE
402-483-7338 - HOME

3.2 Contractor shall ensure the above contact(s) or representative is available during normal working hours Monday through Friday.

4. PAYMENT

4.1 For services specified under Section 2.1, Litter Collection Services:

- 4.1.1 For services specified under Section 2.1.2, Routine Litter Collection Services, the Contractor shall bill the City on a monthly basis at the unit price indicated in this Agreement.
- 4.1.2 For services specified under Section 2.1.3, On-call Litter Collection Services and Section 2.1.4, Emergency Litter Collection Services, the Contractor shall bill the City on a hourly basis for each separate occurrence.

- 4.1.3 The Contractor shall complete a work activity log for all services performed under Section 2.1, Litter Collection Services. A sample format is included. A copy of the log must accompany all invoices submitted for these services.
- 4.1.4 The invoices / work log shall at a minimum contain the following information: date of work, City representative requesting the service, total hours of work performed and the applicable section of the contract identified.
- 4.2 For services specified under Section 2.2, Temporary Help Services, the invoices shall, at a minimum, contain the following information: employee name and hours worked, date of work, City representative requesting the service, total hours of work performed, and hourly rate per hour as indicated in this Agreement.
- 4.3 Invoices for work performed for the Solid Waste Operations section shall be submitted to:

Public Works / Utilities
Solid Waste Operations
c/o Assistant Superintendent of Solid Waste Operations
2400 Theresa Street
Lincoln, NE 68521

- 4.4 Invoices for work performed for other City Departments / Divisions shall be appropriately addressed to the City representative requesting the work.

5. **INDEMNIFICATION**

- 5.1 The Contractor shall indemnify and save harmless the CITY OF LINCOLN, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 5.2 This section will not require the Contractor to indemnify or hold harmless the CITY OF LINCOLN for any losses, claims, damages, and expenses arising out of or resulting from negligence of the CITY OF LINCOLN, Nebraska.

6. **INDEPENDENT CONTRACTOR**

- 6.1 The Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City.

7. **INSURANCE**

- 7.1 Contractor shall secure and maintain general liability insurance and automobile liability insurance in the minimum amounts indicated in the attached City insurance requirements.

8. **TERM OF AGREEMENT AND TERMINATION**

- 8.1 Term of Agreement shall be one (1) year following execution of this Agreement.
8.2 Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Thereafter, the final accounting of all monies owed will be made.

Dated this _____ day of _____, 2004

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

EXECUTION BY CONTRACTOR

WORK-A-WHILE INC
Company Name

CHARLES STEINKAMP MGR.
By: (print name) Title

240 SO. 16TH ST
Company Address

Charles Steinkamp
Signature

LINCOLN, NEBRASKA 68508
City State Zip

Jeffrey W. Jankbauer
Witness

402-477-4178
Telephone Number

47-0597939
Employer's Federal I.D. Number or
Social Security Number

Litter Collection

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